

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

JUSTIN HAMILTON,

Plaintiff,

v.

Case No: 6:22-cv-1716-PGB-LHP

TAJ SILVER STAR INC., TAJ LEE
INC., TAJ MINTON INC. and KARIM
M. HEMANI,

Defendants

ORDER

This cause came on for consideration without oral argument on the following motion filed herein:

**MOTION: AMENDED JOINT MOTION TO APPROVE
SETTLEMENT AGREEMENT AND TO DISMISS
CASE WITH PREJUDICE (Doc. No. 44)**

FILED: April 18, 2023

THEREON it is ORDERED that the motion is GRANTED.

This case arises under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, alleging claims of unpaid overtime compensation. Doc. No. 1. The parties have filed an Amended Joint Motion to Approve Settlement Agreement and to Dismiss

Case with Prejudice, pursuant to *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982). Doc. No. 44. On April 28, 2023, the parties consented to exercise of jurisdiction by a United States Magistrate Judge for purposes of considering the motion and the relief requested therein. Doc. No. 46. The presiding District Judge has approved that consent. Doc. No. 47.

Because the proposed settlement involves a compromise of Plaintiff's claims, it is incumbent on the Court to review the reasonableness of the proposed settlement. *See Lynn's Food Stores*, 679 F.2d 1350. Having reviewed the same, the Court finds that the proposed settlement is a reasonable compromise of a bona fide dispute between parties, with one exception. *See* Doc. No. 44-1. The Settlement Agreement contains, under a paragraph titled "Acknowledgements," a waiver and release of all claims Plaintiff may have arising under the Age Discrimination in Employment Act of 1967. *Id.* at 5. The parties nowhere explain why such a waiver and release would be acceptable, particularly when the only claims in this case are brought under the FLSA. Doc. No. 1. And the Court previously expressed concerns about releasing claims not at issue in this case. Doc. No. 43. Rather than deny the parties motion, however, the Court finds that the better course is to apply the severability provision contained in the Settlement Agreement (Doc. No. 44-1, at 3) and strike the waiver and release contained in the "Acknowledgements" section (paragraph 20).

Accordingly, the Amended Joint Motion to Approve Settlement Agreement and to Dismiss Case with Prejudice (Doc. No. 44) is **GRANTED**. The Settlement Agreement, as modified to sever and strike the “Acknowledgements” section of the Agreement (Doc. No. 44-1, at 5), is **APPROVED**. This case is **DISMISSED with prejudice**, and the Clerk of Court is directed to close the file.

DONE and **ORDERED** in Orlando, Florida on May 9, 2023.



LESLIE HOFFMAN PRICE
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties